FOREIGN OFFICE OF ORIGIN [19 USC § 1304]
non-domestic, non-resident, non-U.S. citizen
Sui Generis, Sui Juris,* in *Jus Personarum,
sojourning without the UNITED STATES
[28 USC § 1746 (1) & 8 USC § 1101]
ZIP™ exempt [DMM 602 1.3e]

Joseph-Eric: [family of: **Bochenek**], *Christ's minister*
c/o **19D Rural Route 3**
New Hartford New York state
[ZIP™ EXEMPT]
eMail: **corp.gov.fiction@proton.me**

Common Law Writ of Habeas Corpus

Non-Statutory Habeas Corpus – with Divine/Natural Law,
Law of Agency, Law of Contract, *et al.* Herein Invoked

I. Disclaimer & Notice of Intent

This lawful instrument is issued in private capacity, in full consciousness, peace, and standing, by one who is not a BAR member, licensed legal fiction, juristic person, or artificial entity and, it is not a petition, plea, motion, or any form of submission to a statutory or corporate tribunal;

Authored in its own genre and own nature, **no part of this *Sui Generis*** [1] **material shall be** construed as **acquiescence** to corporate jurisdiction, **appearance in commerce**, or **adhesion** to **contract** and, it is not subject to statutory captioning, formatting, or commercial style;

This asseveration is divine and made through Natural/Divine (God's) Law, Common Law, and the inalienable right to freedom, truth, and peaceful remedy as it stands outside all presumptions of representation, statutory construct, commercial overlay, or artificial joinder.

Table of Contents

I. Disclaimer & Notice of Intent
II. Table of Authorities
III. Findings of Fact & Conclusions of Law
IV. Distinction Between Common Law & Statutory *Habeas Corpus*
V. Standing: Identity, Naming & Proper Status
VI. Commercial Nature of Charges & the Right for Settlement & Extinguishment
VII. Bonds & Instruments: Requirement for Full Accounting
VIII. Requirements for Valid Contract & Non-Consent to Joinder
IX. Clerk's Role, Fiduciary Duty & Commercial Custody
X. Representation Without Consent & Constructive Fraud
XI. Evidence of Private Commercial Entities Masquerading as Public Offices
XII. Refusal to Provide Oaths, Bonds & EINs
XIII. Lawful Notice of Administrative Layering
XIV. Statement of Claim & Lawful Demand for Remedy
XV. Supporting *Stare Decisis* (Case Law)
XVI. Lawful Asseveration & Witnessed Declaration Before the Most-High/Creator of All

[1] **SUI GENERIS**, noun in its own category, in its own group, of its **own character**, of its **own class**, of its own classification, of **its own denomination**, of its **own designation**, of its **own genre**, of its **own kind**, of its **own nature**, of its own type, of its own variety, **peculiar**, **special**, the **only one of its kind**, **unique**. | ~ *Burton's Legal Thesaurus, 5th Ed.*

II. Table of Authorities

Divine & Natural Law

- **The Holy Bible** (הַתַּנַ"ךְ) / **Torah** (תּוֹרָה) / **New Testament** (Καινὴ Διαθήκη):
  Supreme moral authority;
  "God is no respecter of persons" (Acts 10:34) grounds the rejection of legal fictions.

- **Declaration of Independence** (1776):
  Affirms inalienable rights derived from the Creator; foundational expression of natural law.

- ***"The Law of Nations, or Principles of Natural Law applied to the conduct and affairs of Nations and Sovereigns"***, 1758 (*"Le Droit des Gens, ou Principes de la Loi Naturelle Appliqués à la Conduite et aux Affaires des Nations et des Souverains"*) ~ Emerich de Vattel:
  Source of international natural law and <u>distinction between nationals</u> and **<u>citizens</u>**.

- **Second Treatise of Government** – John Locke (1690):
  Philosophical **basis for private property**, **<u>consent</u>**, and **inalienable rights**.

- **ICCPR** (International Covenant on Civil & Political Rights):
  Recognizes the inalienable freedoms of all men and women, including **freedom of conscience**, **movement**, **privacy**, **peaceful remedy**, and **protection against false detention**, **compelled representation**, and **commercial presumption**.

Common Law & Foundational American Jurisprudence

- **Blackstone's Commentaries**:
  American common law traditions & **maxims**.

- **Constitution of New York** (1777):
  Organic law establishing lawful governance.

- **Articles of Confederation** (1777):
  Pre-constitutional framework of decentralized sovereign states.

- **Judiciary Act of 1789**:
  Organized courts under Article III, but state & federal function as corporate equity franchises under the UNITED STATES and UCC overlays.

- **Federalist Papers**:
  Original intent of constitutional provisions & republican form.

- ***Cruden v. Neale***, 2 N.C. 338 (1796):
  "No man is not subject to laws to which he does not consent".

- ***"Treatise on the Elements of the Common Law"*** – Sir Francis Bacon (1636):
  Early articulation of **maxims** and **natural equity**.

- **Maxims of Law** (Bouvier's, Blackstone's, Burton's):
  Timeless **legal truths governing equity**, **impossibility**, **presumption**, and **void acts**.

- ***"I Am an American Day"***, Proclamation No. 2607, FDR:
  American nationality as distinct from federal/State citizenship & "residency".

Estate, Trust & Equity Law

- **Restatement (Third) of Trusts**:
  Defines trust creation, duties, and standing of trustees and beneficiaries.

- ***"Treatise on Suits in Chancery"*** (Henry R. Gibson, 1907):
  Equity process and **jurisdiction over trusts**.

- ***"Treatise on the Law Concerning Names & Changes of Names"*** (1906):
  Clarifies legal significance of names and fictions.

- ***"Treatise on the Law of Official Bonds & Penal Bonds"*** (1885):
  Establishes duty and bonding of public officials.

- ***"Institutes of Justinian"*** (1874):
  Roman law source foundational to trust and estate law.

- ***"History of Roman Law"*** (Ortolan, 1871):
  Explains continuity between Roman legal structure and modern civil overlay.

- **Treatise on the Mortmain and Charitable Uses Act** (1891):
- Addresses holding of property by non-natural persons (trusts).

- ***"Corpus Juris Civilis"*** (S.P. Scott, Civil Law, 1932):
  Compilation of civil law, underlying many statutory structures.

- ***Corpus Juris Canonici*** (1917):
  Historical **ecclesiastical law affecting jurisdiction and personhood**.

Monetary, Commercial & Administrative Overlay

- **Modern Money Mechanics** – Federal Reserve Bank of Chicago:
  Explains money creation through debt and banks.

- **Federal Reserve Act** – 59 Stat. 237 §2 (Act of June 12, 1945):
  Establishes private central banking under U.S. Code.

- **Federal Reserve Operating Circular No. 10**:
  Contractual process for funds settlement and custodianship.

- **Dollar for Dollar in Lawful Money**:
  Affirms right to demand redemption in non-Federal Reserve Notes.

- **Government Organization & Employees Act** (1966) PUBLIC LAW 89-554:
  Defines "United States" and federal personnel.

- **Enactment of UCC in D.C.** – Public Law 88-243 (1963):
  Exposes the repugnant commercial law overlay in federal territory and "States".

- **Reservation of Rights** [UCC §1-308]:
  Preserves common law rights when compelled to interact in commerce.

- **Internal Revenue Code** (1939) PUBLIC LAW No. 1:
  Defines revenue and **fiduciary** roles in taxation.

- **Code of Federal Regulations** [31 CFR §225]:
  Governs collateral for public funds, **relevant to bond and surety demands**.

Identity, Representation & Legal Fiction

- ***United States v. Fox,*** 766 F. Supp. 569 (D.D.C. 1991):
  Case c**oncerning self-issued identity and representation limits**.

- ***"the Future of Constitutional Personhood"*** – James Boyle (2011):
  Critique of legal personhood and civil identity.

- **Privacy Act** (1974) PUBLIC LAW 93-579:
  Guarantees access & limits to data use.

Procedural, Administrative & Public Office Law

- **New York Public Officers Law** [NYPOL §§10, 12]:
  Requires oaths & bonding for lawful official acts.

- ***Clerk's Praxis***:
  Historic judicial reference on the clerical function and lawful procedure.

- **American Jurisprudence 2d**:
  Comprehensive legal encyclopedia across multiple doctrines.

- ***Corpus Juris Secundum:***
  Legal digest used for authoritative explanation of habeas corpus and trust law.

- **Restatement (Second) of Contracts**:
  Establishes essential elements of lawful contract.

- **Law of Belligerent Occupation** (Text No. 11):
  Addresses administrative overlays in occupied territory.

- **Local Government Act** (1888) / **Finance Act** (1988):
  Basis for commercial municipal overlays.

- **Burton's Law Thesaurus:**
  Foundational reference for legal definitions, particularly the word "charge".

III. Findings of Fact & Conclusions of Law

It is a matter of record and reason – Reasonable Man Doctrine – that the ***writ of habeas corpus*** **at common law** predates all statutory enactments and operates **outside codified systems** and, as an original writ, is issued **by right** and **not by leave**, grounded upon divine and natural law, and exists as a lawful demand for cause rather than a petition for permission;

I, **Joseph-Eric** find no basis, either in Scripture, common law, or organic law mandating that a man must seek corporate leave to challenge unlawful custody as, and in contrast, the **statutory *habeas corpus*, is an imitation**, governed by codes, constrained by jurisdictional rules, and dependent upon the very system it purports to restrain, as **to conflate the two is to collapse law into legalism** and justice into procedure, and a perversion not accepted herein;

A common law writ of habeas corpus **issues from a living man** in his **private**, **peaceful**, and ***sui generis*** capacity, and is not subject to licensing, regulation, or commercial oversight and, **No bond**, **bar license**, or **State registration is required** to invoke such writ, for it exists by virtue of the inalienable right to be free from unlawful detention;

Therefore, we herein stand in honor, at Arms-Length and with Clean Hands when invoking it — **not as a "person"**, **"defendant"**, or any other *Ens Legis*/legal fiction, but as a living soul demanding lawful cause as, the statutory mechanism **presumes joinder** to a public capacity, assumes **representation by foreign agents**, and forces remedy through limited administrative review – these distinctions are not "trivial" but fatal to lawful standing if not clearly pronounced and preserved;

No man can be compelled to petition for inalienable rights that already exist, nor must he **beg for redress from an agency that holds no proven lawful authority** over him as, the courts of the **UNITED STATES**, courts of: **STATE OF ___**, courts of: **COUNTY OF ___**, **TOWN/CITY OF ___**, are known **corporate franchises under commercial overlay**, functioning in administrative or maritime capacity and their process, being statutory in nature, **applies only to those who consent**, whether tacitly or overtly, through signature, performance, or silence;

This man, **appearing specially** and **never generally**, has made no such grant, nor has been lawfully shown any evidence of binding contract, jurisdictional fact, or lawful cause and as such, the failure to produce such evidence renders all assumption void *ab initio*;

I know of no valid contract, containing full-disclosure, that proves I ever agreed to be surety for any all-caps styled name, trust, or commercial entity created without my consent or any valid contract proving we ever **agreed to act as** any **"agent"** and/or "**representative" for any decedent estate**, artificial fiction, or statutory construction;

It is a maxim that… ***"silence is not agreement when standing in honor and rebutting presumption by express declaration"*** and, the **right to question unlawful detention is absolute** and **not conditioned upon procedural compliance within a commercial scheme** and as such, this invocation of the common law writ stands as lawful notice and demand, not submission or supplication as a **presentment made in truth**, peace, and **with no intent to disturb the peace**, **threaten**, or **coerce**, but to **clarify our righteous requirement that lawful cause be shown without further delay**;

Let it be known and memorialized that **this man knows perfectly well that burden rests upon those making claims** of "custody", "representation", "administrative powers", "police powers", or "authority", to **prove their standing**, **jurisdiction**, and **lawful foundation beyond mere color of law** and, absence of such proof, the continued restraint or compulsion of the living man is unlawful, injurious, and actionable;

I, as Author of this material, a minister in Christ, neither consent to be **held as a surety** nor **assent to any administrative** or **commercial role without a contract meeting all elements of law**, and as such, let this stand as final notice of fact and conclusion of law, regarding all presumptions to the contrary.

IV. Distinction Between Common Law & Statutory Habeas Corpus

Bridging Between Lawful & Statutory Domains:
This asseveration stands wholly within Natural and Common Law and does not seek validation through statutory permission; however, we clarify by the following;

Where statutory tribunals claim to operate under the Constitution, "the People" retain all rights not expressly waived, including the right to appear "specially" and without submission; and as such, the right to challenge unlawful custody — whether via Article I or Article III courts — remains inalienable and non-derogable;

Where a man expresses standing, harm, and demand for remedy, it is immaterial whether he invokes a code section or speaks from equity; due process cannot be denied for failure to conform to internal form, and no tribunal may ignore a claim solely because it arrives in a lawful, rather than procedural, format — as affirmed in *Haines v. Kerner*, 404 U.S. 519 (1972), even filings from non-lawyers must be "liberally construed" to seek the substance of justice over the form of pleading;

While this writ rejects commercial overlay, it remains a lawful presentment under every conception of equity, freedom, and justice — and demands response on the merits, not dismissal for form;

We know of no statute, code, or regulation that can lawfully substitute for rights given by the Creator nor, any evidence showing that a living soul must appeal to a State agency to invoke the common law writ of habeas corpus, wherein as his writ remains an inalienable right/rite, and not a "request" or "pleading";

Unlike statutory writs — which depend on legislative authority and apply only to those operating within regulated, consent-based jurisdictions — the common law writ arises by right/rite, not through permissions, forms, filing fees, or consent of corporate tribunals;

They are not subject to approval, compliance, or limitation within administrative boundaries or civil procedures designed for public persons or legal fictions;

A common law writ is not created by statute, nor destroyed by it, it requires no license, no procedural formality — only standing and a rightful claim of harm or injury;

No man forfeits remedy by refusing the procedures of a foreign forum and, to confuse statutory and common law writs is to frustrate freedom, conceal remedy, and reject the foundation of law as, jurisdiction must be proven — not presumed; confusion must be clarified; and presumptions rebutted;

Clarification on Statutory Habeas Corpus Frameworks:
For avoidance of confusion: t**his invocation does not rely upon the statutory habeas corpus mechanisms** [“General Habeas Corpus” — 28 U.S.C. § 2241; or “State Custody Challenges” — § 2254], as **those provisions apply to “prisoners” within federal or State custody under commercial overlay**, and require exhaustion of administrative and **procedural remedies within that system**;

“I do not believe in systems, and without systems, what is there to teach”.
~ Bruce Lee / 李小龍

Therefore, this writ issues under common law authority — not the militarized term of “petition for leave” — but as a demand for cause; outside of commercial consent, regulatory compliance, or statutory dependency, however, let it be acknowledged that where any statutory actor or tribunal seeks to interpret this presentment through that lens, such interpretation must respect the inalienable and foundational right from which all habeas mechanisms derive — the inherent right of a free man to be shown lawful cause for restraint;

Thus, the common law writ stands invoked herein — not as submission to a system — but as the rightful asseveration of a peaceful man who seeks no controversy, but demands that all assumptions of authority, custody, or benefit be verified under law, truth, and under Heaven;

V. Standing: Identity, Naming & Proper Status

We know of no evidence in existence anywhere, that I, as one who walks the Earth as a “sojourner” in peace, **must stand as surety for a decedent estate** or **commercial trust** to engage with his fellow man all equal under the law by the Grace of the Father in Heaven;

I answer to and am a mere user of many names, such as, but not limited to: “**dad**”, “**son**”, “**eric**”, “**王狮子**/ Wáng Shīzǐ”, “**brother**”, “**minister**”, and “**Joseph-Eric:**” which, was gifted and declared in private, and is **not subject to forced modification**, **registration**, or **conversion into commerce** as, we know of **no evidence**, **record**, or **contract** in existence presented in any matter **showing that we have agreed to operate under any surname**, ALL CAPS stylization, or any foreign-derived title/jurisdiction;

To the best of my knowledge, we have never been shown any lawful instrument containing full disclosure and mutual assent binding us to any municipal corporate body, court venue, or statutory scheme and, we know of no verified proof that I am obligated to perform under any assigned *Nom de Guerre* or trust name created by others;

Further, I know of **no Power of Attorney** (POA), lawful agency, or any standing-in-fact having ever been knowingly or willingly conveyed by us to any third-party actor claiming jurisdiction, representation or benefit over my private household affairs and family;

In that, and should ANY one assert that such a relationship exists, or that we are in fact subject to their authority, they would then be obligated to provide the following:

- **Verified & lawful contract** bearing full disclosure & original, signature of all parties;
- **Record of consideration** & **benefit** received that can be measured in substance/equity;
- **Lawful nexus of trust/estate obligation** duly administered & consented to;
- **Oath**(s) **of Office**, **indemnity bond**(s) & **commercial EIN**(s) identifying the role and authority of the actor(s) asserting claim;

Reiterating, **I have no awareness nor "understanding"** of me ever voluntarily entering into any relationship of wardship, tenancy, or guardianship, and no "Church", court, county, town, or state has demonstrated otherwise;

I have **no recollection** of any man, woman, nor agency/entity providing a **point-for-point rebuttal of my standing under Natural Law**, nor of anyone presenting any lawful evidence proving I am a party to a trust, subject to a constructive joinder, or any agreement with any presumption of debtor status or surety capacity;

We therefore reserve all rights and remain at peace, **appearing specially to clarify**, **resolve**, settle, and extinguish any alleged debt and not to argue or contest;
[UCC § 3-501, § 3-603, § 1-201(b)(20)]

Let this stand as peaceful asseveration that the status of this man is that of a free and living soul, guided by conscience, committed to honor, and **bound by no fiction**, office, or **commercial attachment unless shown otherwise by facts and by law**.

VI. Commercial Nature of Charges and, the Right to Settlement & Extinguishment

as it is written:
"Agree with thine adversary quickly, whiles thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison".
~ Matthew 5:25

We know of no evidence that one is required to perform in relation to any matter referred to as a "charge" **absent lawful cause**, **verified complaint**, and properly identified **injured party**;

To the best of our knowledge and studies, a **"charge" is simply a financial**, **transactional** and **banking term** for an instrument **used within administrative** or commercial process under the UCC overlay, and **not an allegation arising from common/constitutional law** and, we have **not been presented with any verified affidavit**, **sworn under full liability**, illustrating that we are in violation of any natural, common and/or constitutional law;

We have no recollection nor evidence that we ever **consented to act as surety for any decedent trust**, **corporate fiction**, or **administrative estate** and, to wit, we have **not been shown any contract bearing full disclosure**, **lawful consideration**, and **mutual assent** that binds us to respond or perform commercially in any capacity;

No valid delegation of authority, no trustee agreement, and no fiduciary obligation ever knowingly undertaken that would require us to participate in a debt settlement or commercial enforcement action without remedy in equity is found by us;

In this, I know that **in commercial matters** – which all **"court cases"** are – **bonds are created** as instruments of performance and obligation, and **we hereby identify** and **reserve our peaceful right** to **lawfully inspect**, **accept**, and if necessary, **settle** in honour.

We are **not aware of any public** or **private official having fulfilled their Fiduciary duty** [31 CFR § 225.1] to **issue**, **present**, or **disclose these instruments** to us and, we know **the Clerk**(s) **of Court** – namely Dotti Spina – **as commercial custodian** and **bonded agent**, has remained silent, as no certified or sworn record of these instruments has been produced;

Until such time as **all ledgers**, **entries**, **bonds**, and **monetized documents** are made available for our audit and review, **we find no lawfully compelling reason to be bound to perform**, **appear**, or settle alleged debts created and enforced without our knowing consent as **no one may be compelled to perform commercially without full disclosure**, which **equity forbids**;

"He that is faithful in that which is least is faithful also in much".
~ Luke 16:10

As **we do not refuse**; we require clarity, honour, and **verified proof of lawful authority to proceed** – we require **remedy**, **not relief – settlement**, **not submission** – and **equity**, not assumption for, we stand at peace, with clean hands, invoking truth as a living man, not as surety, debtor, or representative of any artificial estate or fiction, for:

"Injustice anywhere is a threat to justice everywhere"
~ Dr. M.L. King Jr.

"He who fails to assert his rights has none".
~ Bouvier's Maxim of Law

"It is against equity for freemen not to have the free disposal of their own property"
~ Blackstone's Maxim of Law

"God is no respecter of persons".
~ Acts 10:34.

VII. Bonds & Instruments: Requirement for Full Accounting

This **writ herein serves as Lawful/Legal Notice that we require** that **certified** and **authenticated** copies of the following be issued to us immediately:

- **Bid Bond** – initiates the **commercial action** as an **offer to underwrite**;
- **Performance Bond** – secures obligation to fulfill alleged conditions or court order;
- **Appearance Bond** – asserts **obligation to appear** and **participate under contract**;
- **Payment Bond** – secures **monetary obligations tied to adjudication** or default;
- **Bail Bond** – monetized instrument issued when liberty is conditionally restricted;

VIII. Requirements for Valid Contract & Non-Consent to Joinder

Clarification on Consent & Contractual Boundaries:

For the avoidance of doubt, I herein affirm: **no lawful contract can arise without all essential elements present** — including **full disclosure** [Restatement (Second) of Contracts §161], **absence of coercion** [UCC §1-103 & §1-308], **mutual assent** [Restatement (Second) of Contracts §17], and **meaningful consideration** [Restatement (Second) of Contracts §71] and, where consent is presumed through silence, stylization, or administrative processing, such **does not constitute lawful agreement but rather constructs a fiction**;

Consent, **to be lawful**, **must be knowing**, **voluntary**, and **intentional** — absent these, no binding obligation exists [UCC §1-308; 28 USC §1746(1)] and this clarification herein stands as further rebuttal to any claim that silence or presence within a venue equates to joinder;

We know of **no evidence** or **lawful contract/record** that any binding agreement exists between us and any agents, officers, or parties acting under the caption or assumed title of STATE, COUNTY, MUNICIPALITY, or COURT and, we have not found any evidence of any contract bearing the essential elements of validity as established under foundational law and reaffirmed by **Restatement (Second) of Contracts**, mutual assent, full disclosure, **lawful consideration**, and **meeting of the minds**;

We find **no indorsed/signed presentments by any man** or **woman in their private capacity**, **nor have we knowingly** or **willingly accepted** or executed any agreement, contract, or legal joinder instrument without duress, coercion, threat, or presumption as, in **Law of Contract**, **silence is not consent**, and **no presumption** of **jurisdiction may arise from non-response**, as **equity demands full notice**, transparency, and **opportunity to object** [UCC § 1-103];

Seeing as we have made it clear, *viva voce* and in writ, that **we do not consent to represent any trust**, **corporate fiction**, **Public Trust** (SSA), or **artificial entity** bearing resemblance to our living nature or calling, for, it is known that ***"Consent makes the law"*** … ***"a contract is a***

law between the parties, which can acquire force only by consent".

~ Bouvier's Maxim of Law; and…

"Let your Yes be Yes, and your No, No"
~Matthew 5:37

Thus, we stand wholly (**Φ**) – **from fertilization**, **in the womb** and **not through any "birth/berth" – outside any adhesion contract**, **unrevealed terms**, or **administrative enforcement** premised on **assumption**, **presumption**, or failure to rebut Bad Faith joinder;

As such, and *In Esse*, **we neither "refuse" nor "accept" contract under threat**, and **shall not exist to be reduced**, **attorned**, or **administratively processed as legal chattel** or **ward** without full and proper agreement in honor, transparency, and **parity**.

IX. Clerk's Role, Fiduciary Duty & Commercial Custody

As it is well-known to us, and a well-established and documented fact, that the **Clerk of Court holds the position of bonded commercial fiduciary** and **administrative custodian for all instruments**, **ledgers**, **entries**, and **monetizable documents** arising from or attached to any matter before a tribunal as reflected in ***Clerk's Praxis*** and various **operational circulars**, **the Clerk — not the presumed judge** — is tasked with issuance, holding, scheduling, and **certifying all financial** or **administrative instruments** in **commercial** as well as **all statutory** (**"criminal"**) **proceedings**;

It is further known that within statutory overlay jurisdictions, the **Clerk acts as** the **secured intermediary** responsible for the **conversion of private allegations into public liabilities through the creation**, **booking**, and **monetization** of such instruments and, **this function is fiduciary in nature** and **triggers full liability** [UCC § 3-50, 31 USC § 3123 & CFR Title 31 § 225], and **requires the Clerk operate transparently**, **lawfully**, and **without concealment**;

We have no record nor been provided any evidence that the Clerk — namely Dotti Spina, acting in multiple roles across several jurisdictions — has produced, disclosed, or acknowledged any of the following as required:

- **Oath of Offices** (plural)
- **Indemnity Bond**(s)
- **EIN of the entities for which she acts**, or,
- **Any Certified Accounting of:**
    - **Bonds**
    - **Appearance Instruments, or**
    - **Monetized Obligations** tied to the matter in question

So, let it be known that, **we do not act to disparage** or **dishonor**, but to stand in clarity and **require that all public officers fulfill their obligations as trustees** and **fiduciaries** under public law and commercial obligation for, **silence in the face of demand constitutes dishonor**, and it is a maxim of commerce that: ***"Equity abhors fraud, and demands full***

disclosure before obligation may arise" ~ *Bouvier's Maxim* and, ***"A trustee who fails in fiduciary duty cannot enforce against the beneficiary"***;

Therefore, until such time as the Clerk(s) of Court fulfills her lawful and commercial obligations in full — by production of all bonded instruments, oath documents, indemnity certificates, and administrative ledgers — **we find no proof that we are under any duty to perform**, **appear**, or **act as surety** under a commercial or administrative process.

X. Representation Without Consent & Constructive Fraud

It is known to us, and **well-established in law** and **equity**, that **no lawful representation**, **agency**, or **fiduciary authority may arise absent full disclosure**, **voluntary consent**, and lawful delegation;

As such, we are unaware of ever manifesting any assent nor entrance into any **knowing**, **intentional contract** that permits any man, woman, or legal entity **to act**, **speak**, or **file anything on "our be-half"** in any administrative, judicial, or commercial matter as, and under New York Estates, Powers & Trusts Law [EPTL § 7-1.1], no trust or fiduciary relationship may be formed except by clear, **express intent of the grantor**, and under the Constitution of New York, 1777, **all powers not expressly granted are reserved to *"the People"*** — **not to corporate agents**, **intermediaries**, or **associations**;

It is further known that **according to the American Bar Association's own published standards** — specifically ABA Model Rules of Professional Conduct, Preamble ¶9 and ¶11 — a BAR-licensed attorney **owes primary allegiance to the integrity of the "legal system"**, **secondarily to the court**, and **only thereafter to the interests of the "client"** and, the New York State Bar Association reflects similar hierarchy in its rules of professional responsibility, establishing that the attorney is, first and foremost, an officer of the court;

It is also known that **the term "client" is a term of art**, **defined not as a man** or woman, but as a **legal party**, **trust**, **estate**, or **artificial person** recognized by the court and **bound by its rules of procedure** and **commercial overlay**;

> "**client:** a **person** or **entity who employs** or **retains an attorney to appear on their behalf**". ~ Black's Law Dictionary, 11th Ed.

Wherein and in relation, the word "person" is itself statutorily defined and presumed unless rebutted, **we do not qualify nor ever consent to be designated as any "client"** under such definitions, for we have **never retained nor employed any BAR member** to act for or speak in our name and we **do not volunteer to participate in the corporate trust construct presumed by statutory administration** and, **no offer**, **retainer**, **oath**, or **valid contract has been disclosed**, **signed**, or **affirmed by us**;

As such, **any appearance**, **filing**, or **strategy executed on our behalf — without full disclosure**, meeting of the minds, and lawful **assent — constitutes constructive fraud**,

unauthorized agency, and **trespass upon a private estate**, for which no liability shall attach to us, and **full responsibility rests with those who presume to act absent verified** and **documented authority**;

It is a maxim of law that… ***"He who would bind another must show clear and lawful consent"***, *and that* ***"Fraud vitiates the most solemn promises"***.

Therefore, we stand outside all presumed representation, and reject any actions entered into under the presumption of "client" status or fictional joinder.

XI. Evidence of Private Commercial Entities Masquerading as Public Offices

It is known to us, and documentable as a matter of public record, that numerous entities and **offices presenting themselves as lawful "public agencies" in fact operate under private commercial structure**, often as **Limited Liability Companies** (LLCs), or as subsidiaries listed under Dun & Bradstreet (D&B) corporate registration systems, **using trade names** and **assumed identities without disclosure;**

In Oneida County, New York, the **alleged "Public Defender – Criminal Division"**, long claiming to be a "public agency" tasked with constitutional representation, **is linked directly to a private entity** known as **"Twin Oaks Associates, LLC"**, New York Department of State ID #**2565340**, registered at **113 Patricia Lane**, Utica, NY 13501, and **aliasing itself also as "Twin Oaks Enterprises"** located at **RD2 #414 Crooked Brook Road**, Utica, NY 13502 — a **rural private address** with the publicly listed phone number of the Public Defender's office of: +1 **315-798-5870 being** **identical to that of the private LLC**;

As such, there exists **substantial lawful** and **commercial doubt as to the legitimacy** and transparency **of said entity**, for this **dual registration implies a conflict of interest**, **obfuscation of fiduciary capacity**, and likely **constructive fraud**;

Furthermore, the **refusal to disclose the active Employer Identification Numbers** (EIN), **indemnity bonds**, **Oaths of Office**, or **surety certificates** by the involved parties – including but not limited to Tina Hartwell and Dotti Spina – raises grave lawful concern under New York Public Officers Law [NYPOL §§ 10 and 12], and **triggers default under fiduciary standards** [31 CFR § 225, UCC § 3-501, and USC Title 31 § 9304];

Also, false **impersonation of public office is prohibited** under New York Penal Law [NYPL § 190.25], and **acting in a commercial capacity while concealing one's private registration constitutes Bad Faith,** and **injurious misrepresentation**, especially when such entities operate to compel performance or assume surety without full disclosure or consent;

Moreover, under principles of trust law, **no trustee** – *i.e.*, **ALL "Public Officials" – may operate under concealment**, and ***"He who comes into equity must come with clean hands"*** — those acting in the name of "justice", "representation", or "due process" **must fully disclose**

their nature, **role**, and **jurisdiction**, **else forfeit** the **lawful capacity to compel performance or extract benefit**;

Thus, **it is hereby required by I and under Natural Law**, **Common Law**, and **trust principles**, that all actors disclose their corporate status, funding sources, bonding information, registered EINs, and lawful basis for any claim of authority or jurisdiction as, silence in the face of these demands constitutes default and dishonor, and reinforces the material claim that **we are being maliciously and administratively prosecuted by private entities acting outside lawful grant** or **organic jurisdiction**;

For, as it is written: ***"Nothing is hidden that shall not be revealed"*** (Luke 8:17), and … ***"Fraud vitiates everything it touches"*** — let all private masquerading be exposed, and let all records, filings, and assumed roles be verified or withdrawn.

XII. Refusal to Provide Oaths, Bonds & EINs

All public officers, administrators, and agents operating within **any statutory or quasi-judicial capacity are bound by law to present and maintain**:

- **Lawfully executed Oath**(s) **of Office** [NYPOL §§ 10, 12];
- **Active & verifiable Indemnity Bond**(s) or surety instruments **protecting I, as One of "*the People*" from maladministration** [CFR Title 31 § 225.1];
- **Current & traceable EINs identifying the commercial entity/agency asserting authority** [USC Title 26 § 6109; IRS Publication 1635];

Despite numerous peaceful demands made both orally and in writing, such documentation has been denied, ignored, or concealed by those asserting authority over this man, most notably:

- **Dotti Spina**, acting clerk and presumed judicial officer
- **Kevin E. Copland**, disgraced man formerly acting as a "judge"
- **Tina Hartwell**, Public Defender's Office — a private LLC (Twin Oaks Associates, LLC)
- Agents of the so-called **TOWN OF NEW HARTFORD**, **COUNTY OF ONEIDA**, and **STATE OF NEW YORK**.

Failure to produce such required documentation constitutes:

- **Non-Performance of Fiduciary Duty** – Restatement (Third) of Trusts § 77;
- **Violation of Trust & Administrative Transparency**;
- **Constructive Fraud & Dishonor** [UCC § 3-501; UCC § 1-308; CFR § 225.6].

We are not aware of any lawful cause, exemption, or justification that allows these public-facing actors to withhold oaths, bonds, or EINs when requested by those they purport to serve, and we stand in full reservation of rights until such proof is furnished as, silence is dishonor, and **dishonor**, **when unrebutted**, **becomes default in both equity and law**.

As it is written:
"Let all things be done decently and in order"
~1 Corinthians 14:40

As it is affirmed in *Clerk's Praxis* and binding custom, **no man may be compelled to obey a trustee** or **fiduciary who refuses to verify their lawful appointment**.

Therefore, let this section serve as formal notice of commercial, lawful, and administrative failure on part of all named and unnamed parties who presume authority without proof of lawful and bonded standing.

XIII. Lawful Notice of Administrative Layering

"Public and Private do not mix"
~ Bouvier's Maxims of Law

It is a well-established and documented fact that all "courts", "municipal offices", and "public agencies" operating under the corporate style and commercial process of the UNITED STATES and its subsidiaries — including STATE OF NEW YORK, COUNTY OF ONEIDA, and TOWN OF NEW HARTFORD — **function as administrative franchises under color of law**, **having ceded their organic authority through federalized overlays**, Uniform Commercial Code enactments, and **ZIP™ zone integrations** initiated via the **Zoning Improvement Program** of 1963;

This known administrative layering — from local office to state agency, to federal administrative region, to **international bond market reporting** — is **documentable** via Dun & Bradstreet, EIN registrations, and the contractual nature of their internal procedures, and therefore **constitutes a commercial construct**, **not a true republican government** … *"of, by, and for"* the People;

As such, **all claims**, **filings**, and **performances demanded** by these entities **are presumed to arise from contract**, **not law**, and require lawful notice, valid authority, and full transparency to avoid dishonor, coercion, or Bad Faith, **none of which has been met** in the matter at hand;

We know of no law that compels a man, standing in peace, to submit to a corporation acting in administrative capacity under opaque, foreign, or concealed jurisdiction; and we find no record that any such entity has rebutted the assertion that it is, in fact, a layered commercial actor operating by internal policy rather than public law;

It is **also a matter of record** that **such entities almost always fail to distinguish between "core"** judicial authority (Article III courts) and **"non-core"** administrative processes, and **routinely use deceptive styling**, typographic conventions (ALL CAPS), and corporate seals to confuse or compel the living man to submit by way of unrebutted presumption;

Conditional Acceptance: Therefore, let it stand that **all presentments issued by such entities are hereby conditionally accepted upon proof of lawful authority**, **full**

accounting, and **affirmation of Article III standing** — else **"Returned for Cause"**, **dishonor**, and **want of jurisdiction** – ***Writ of Quo Warranto*** …

Postal Code Designations as Jurisdictional Construct (ZIP™ Overlay):

To expand on the "ZIP Code" system of 1963 under the Zoning Improvement Plan administered by the USPS – a corporate entity –**constitutes a jurisdictional overlay** used to encode federal administrative zones and commercial delivery units;

The stylization of addresses using ZIP Codes, ALL CAPITAL LETTERS, and two-letter state abbreviations (*e.g.*, "NY" vs. "New York") is not "neutral", **it encodes** and **contracts an address into federal commercial territory**, **subject to administrative regulation**, **UCC presumptions**, and **performance within a foreign venue** and each layer of a stylized address holds commercial significance:

- **street address** identifies a parcel under commercial servitude
- **municipality** (*e.g.*, TOWN OF NEW HARTFORD) denotes the franchise layer
- **county** connects the franchise to state-level corporate registry
- **two-letter state code** and **ZIP™ Code** align the address into federal administrative zones for delivery, commercial contracting, and jurisdictional tracking.

It is expressly confirmed by the **Domestic Mail Manual** [DMM § 602.1.3(e)] that **"there is no law requiring that a person use a ZIP Code"**, and that its **use is voluntary** — thereby rebutting any claim that ZIP inclusion is mandatory or neutral;

The public is not informed that such formatting implies contractual presence within a federal district, but **we herein clarify for the record** that the **use of ZIP Codes does not imply domicile within a federal district**, nor does it **constitute consent to commercial jurisdiction under statutory or administrative overlays**, and **any such presumption is hereby rebutted with cause**, and stands as further evidence of constructive fraud and **Unjust Enrichments** by means of concealed jurisdictional engineering;
[see: *Georgia Malone & Co., Inc. v. Rieder*, 19 N.Y.3d 511 (2012)]

Thus, let it be known that this asseveration stands as a Lawful Notice, and let silence, concealment, or evasion serve as admission of administrative status, lack of judicial authority, and default under common law – **Common law ≠ "judge-made law"**;

"I have given them your word, and the world has hated them because they are not of the world, even as I am not of the world. I do not pray that you should take them out of the world, but that you should keep them from the evil one. They are not of the world, just as I am not of the world".
~ John 17:14-16

Affirms standing as one not bound by worldly (commercial/statutory) systems, maintaining private, spiritual jurisdiction.

"I know your works, that you are neither cold nor hot.
I wish you were cold or hot. So then, because you are lukewarm,
and neither cold nor hot, I will spit you out of my mouth".
~John 17:14-16

Warning against mixing, compromise, or fence-sitting — mandates clear alignment with either the private or the public — **but never both**.

"Do not be unequally yoked with unbelievers. For what fellowship has righteousness with lawlessness? And what communion has light with darkness? What accord has Christ with Belial? Or what part has a believer with an unbeliever? Therefore, come out from among them and be separate, says the Father".
~ 2 Corinthians 6:14-17

Direct support for not mixing lawful/private standing with corporate/public systems — separation is mandated.

XIV. Statement of Claim & Lawful Demand for Remedy

Let it be acknowledged, that any ongoing presumption of joinder to any statutory trust, corporate fiction, or administrative jurisdiction constitutes a continuing trespass and threat to freedoms, which **rises to the level of exigent circumstances — <u>not to excuse any agency's actions</u>**, but **to demand immediate remedy by right** as, **such conditions do not grant license to agents of the State** but **instead trigger the inherent authority of the living man to invoke his remedy without procedural delay**, as affirmed in *Miranda v. Arizona*, 384 U.S. 436 (1966), **silence or ignorance under duress voids lawful consent**, and remedy delayed under such unlawful conditions becomes remedy denied;

Therefore, this writ is not a request — it is a rightful invocation of immediate remedy, grounded in urgency, necessity, and moral authority under Divine Law and the Law of Nations, and we assert this claim not in plea, **not in supplication**, but in standing, in total capacity, competency, and consciousness as a living man, endowed by the Most-High with inalienable rights, proceeding in honor and equity, with hands clean and spirit unbound;

Our position is rooted in the lawful maxim:
"He who fails to assert his rights has none." ~ Bouvier's Maxim of Law; and,
"It is against equity for freemen not to have the free disposal of their own property".
~ Blackstone's Commentaries.

Let it be known and never assumed otherwise:

- We do not consent to contract, joinder, or jurisdiction by tacit silence, non-response, or performance under duress or deception;
- We do not appear by submission or commercial activity, but by right, under Divine, Natural, and Common Law in accord with the Constitutions;
- We **require only lawful remedy**, **not legal relief**, under the Constitution(s), Articles of Confederation (1777), and the organic law of the land;

- We stand as **beneficiary** of any and all constructive trusts fraudulently formed against our interests, and reject suretyship assignments not knowingly accepted or executed;

- We hereby require complete discharge, release, and closure of all alleged charges, obligations, and instruments, including but not limited to:

    - **Bid Bond**
    - **Performance Bond**
    - **Appearance Bond**
    - **Payment Bond**
    - **Bail Bond**
    - **Any unknown** or **unpresented bonds** or monetizable obligations associated.

Be it noted: **All crimes are commercial** [UCC § 27 & CFR §72.11], and any accusation, charge, or lien made against a living man must first be reconciled as a financial claim, requiring:

- **Proof of claim,**
- **Proof of loss,**
- **Proof of contract,**
- **Proof of valid jurisdiction.**

As **"secured party creditor"** [UCC § 9-102(a)(72)] and **sole executor of all rights**, **titles**, and **interests associated with the estate** and legal fiction attributed, we require immediate settlement and closure while reserving all rights without prejudice [UCC §1-308];

Foundational Truth:

- As One of "the People" – in our natural, private, living capacity – **we are the source of all authority, value, and federal credit schemes**.

- **"Government/the State"**, **by its very admission**s – see national debt instruments, congressional records, and court rulings – **is a debtor**, **operating in commercial bankruptcy** since at least 1933 (see "Emergency Banking Act").

Who Issues the Federal Credits?

- I, as One of *"the People"* and a sovereign do.

- Through **labor**, **energy**, **consent**, and **trust** and **ultimately a signature** — value flows from "the People".

- The birth certificate, SSN, and legal name trust are securitized instruments derived from One's estate and used as collateral.

This is not "conspiracy theory" nor "sovereign citizen" rhetoric, it is declared in the codes, see HJR-192 (1933) / Public Law 73-10 which declared that the U.S. could no longer pay its debts in gold or lawful money, and obligated itself to operate in credit.

Result: The **government became the perpetual debtor**, and ***"the people"*** **became unwitting sureties — <u>unless they rebut presumption and restore private status</u>**.

"The people are the rightful masters of both Congress and the courts, not to overthrow the Constitution but to overthrow the men who pervert the Constitution".
~ Abraham Lincoln

Therefore, until such time as these bonds be surrendered for our review and accounting, and the matter equitably resolved, we shall not consent to perform in any administrative tribunal or process without transparency and remedy in accord with:

- **Duties of Public Fiduciaries** [31 CFR §225.1];
- **Federal Reserve Operating Circular No. 10** – Lending and collateralization protocols;
- **Collateral Guide for Collateral in Lieu of Surety Bonds** – (U.S. Treasury/Fiscal Service);
- **BIC Guidelines 2024** – Borrower-In-Custody collateral program.

Commercial Securities Tracking & CUSIP Identifiers

Let it be noted that **CUSIP numbers** (Committee on Uniform Securities Identification Procedures) are used by banks, clearinghouses, **and courts** to track the creation and trading of **municipal securities**, including **instruments arising from court cases**, **charges**, or **bonds**, and these numbers are assigned through the American Bankers Association (ABA) and managed by the CUSIP Global Services system, operated by Standard & Poor's;

All such identifiers constitute commercial instruments and presume a **financial trust** or **contractual estate** — **not lawful cause**;

The existence of such tracking mechanisms tied to the birth certificate, Social Security number, or case docket(s) without our prior knowledge, consent, or agreement represents a **constructive trust**, imposed under color of law;

Thus, **we assert lawful requirement for:**

- The **CUSIP numbers tied to any and all instruments issued in this matter**
- **Full disclosure of any and all securities**, **bonds**, or **certificates registered**, **traded**, or **monetized** in the "**legal name"** or **against our estate or trust**
- The **return of all surplus equity**, and **immediate closure and discharge of all such obligations**.

These securities are known by us and those similarly situated and informed to have been created **without knowledge**, **consent**, **or full disclosure**, and as such, their continued concealment constitutes:

- **Breach of fiduciary duty** [31 CFR §225.1]
- **Commercial bad faith and concealment**
- And constructive fraud under trust and contract law

Therefore, we invoke immediate **right of audit and review**, with demand for lawful accounting and equitable remedy under **equity, trust, and commercial law**, without waiver or prejudice [UCC §1-308].

This claim stands uncontroverted unless rebutted **point-for-point**, in verified affidavit, sworn under penalty of perjury, with full personal liability, and delivered within **10 days**;

So attested, with all rights reserved, **without prejudice** and under full reservation of rights.

XV. Supporting Stare Decisis (Case Law)

Below is our key supporting *stare decisis* — lawfully binding precedent — that affirms our position, standing, and demands as set forth in this lawful instrument;

Each is incorporated by reference into this instrument, **entered into the lawful private record**, **standing in Common Law** and **Constitutional Law**, as per **Article III** and **not submitted to public or administrative overlay**.

1. ***Cruden v. Neale***, 2 N.C. 338 (1796): ***"Every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellow man without his consent".***

   Affirms the absolute necessity of consent and mutual agreement before any law, code, or statute may attach to a free man. This case directly rebuts the idea of compelled commercial obligation.

2. ***Loper Bright Enterprises v. Raimondo***, 603 U.S. ___ (2024): Landmark decision that **overruled** the ***Chevron* Doctrine**, holding that courts may no longer defer to administrative agencies' interpretations of ambiguous statutes.

   Reinforces that **lawful interpretation belongs to Article III courts**, **not executive agencies**, and confirms that **administrative law cannot override the constitutional or lawful standing of the people.**

3. ***United States v. Fox***, 766 F. Supp. 569 (D.D.C. 1991): Affirms **private identity claims** and **self-designation not conforming to administrative identity structures cannot be criminalized absent a lawful showing of harm**, **fraud**, or material deceit. **Supports standing as *sui generis* man without imposed identity overlay**.

4. ***Devlin v. City of New York***, 254 A.D.2d 152 (1st Dept. 1998): Confirms municipal officers can be held personally liable for acting outside scope or without legal authority.

5. ***Miranda v. Arizona***, 384 U.S. 436 (1966): Affirms the **obligation of full disclosure**, and that silence or **lack of understanding negates consent to any administrative or judicial process**.

6. ***Matter of Ten Eyck v. State of N.Y.***, 123 A.D.2d 619 (3d Dept. 1986): **Failure to file oaths of office disqualifies public actors from enforcement actions**.

7. ***Murdock v. Pennsylvania***, 319 U.S. 105 (1943): **Rights cannot be taxed, converted to privileges**, or **licensed by state authority**.

8. ***People v. Hopkins***, 58 N.Y.2d 1079 (1983)**: Any agency action without express statutory authority is void from inception**.

9. ***Shapiro v. Thompson***, 394 U.S. 618 (1969): **No administrative policy may interfere with inalienable freedoms or impose undue burden on right of movement**.

10. ***Matter of Lavigne v. State***, 74 N.Y.2d 844 (1989): **Ambiguity in law is resolved in favor of *the People*, not the state**.

11. ***Boyd v. United States***, 116 U.S. 616 (1886): Recognizes sanctity of private property and protections against compelled production without due process and specific lawful cause.

12. ***People v. P.J. Video, Inc.***, 68 N.Y.2d 296 (1986): Affirmation of 4th Amendment protections and unlawful seizure standards.

13. ***Cohens v. Virginia***, 19 U.S. 264 (1821): Draws the boundary of federal jurisdiction and reinforces the sovereignty of *the People*.

14. ***Moore v. Dempsey***, 261 U.S. 86 (1923): Acknowledges that even if a "procedure" appears legal on the surface, if its outcome is the result of fraud, bias, or administrative abuse, it violates due process.

15. ***Yick Wo v. Hopkins***, 118 U.S. 356 (1886): Holds that a law, neutral on its face but applied with **bias or selective enforcement**, is **unconstitutional**. Applies to our rejection of private entities cloaking themselves as public authorities.

16. ***Hale v. Henkel***, 201 U.S. 43 (1906): Clarifies **Distinction between men & artificial entities**, asserting that **a man retains all constitutional rights when not voluntarily acting as an agent of a corporation**.

17. ***Ex parte Milligan***, 71 U.S. 2 (1866): Establishes that military or administrative tribunals may not try civilians when civil courts are available, reinforcing the supremacy of Article III due process over administrative layering.

18. ***Owens v. City of Independence***, 445 U.S. 622 (1980): Holds that municipal officers are not immune from liability where constitutional violations and bad faith are shown — particularly where remedy has been denied.

19. ***Wong Yang Sung v. McGrath***, 339 U.S. 33 (1950): Affirms the unconstitutional nature of administrative courts acting under mere agency authority when adjudicating matters involving liberty or property.

20. ***Marbury v. Madison***, 5 U.S. 137 (1803): ***"An act of legislature, repugnant to the Constitution, is void"***, affirming that no code, rule, or policy supersedes inalienable and constitutional rights.

XVI. Lawful Asseveration & Witnessed Declaration Before the Most-High/Creator of All

I, minister **Joseph-Eric:** ⌈family of: **Bochenek**⌋, a man created by the Most-High/上帝, a living man in Christ, *ex relatione* the Faithful, standing competent and sound of mind, do hereby asseverate and assert the following, in full recognition of my inherent and inalienable rights under natural law, common law, and the authority of my Creator;

Let it be known: **we come in peace**, **without controversy** or contention, **under no presumption** or **submission to commercial jurisdiction** or **joinder** with **artificial constructs** as **we stand whole**, **unbroken**, **sentient-living-being**, **created by the Most-High** and **born of woman**, **not as a legal fictio**n, **corporate person**, **nor derivative entity subject to adhesion contracts**, **maritime overlays**, or **color-of-law presumptions**;

Henceforth, we solemnly asseverate, attest, and affirm the truth, accuracy, and completeness of the foregoing, issued from firsthand knowledge and divine cognition, in perfect honor, clarity, and conscience via this asseveration being presented as binding upon all inferior claims and subordinate venues, as it stands upon the Law of Creation itself;

We deny all commercial presumption of suretyship, agency, and administrative custodianship and we waive no rights, claims, or divine inheritances and, we hereby claim and secure all freedoms, immunities, indemnities, compensations, and protections owed, due, or arising under Divine Law, Natural Law, Common Law, and all maxims of truth, equity, and moral standing;

For it is written:
"Let your yes mean yes, and your no, no —
anything beyond these is from the wicked one".
~ Matthew 5:37

This lawful notice is true, correct, complete, and made without evasion, for the peaceable resolution of controversy and settlement of all accounts, extinguishment of all alleged debts and obligations, with all rights reserved *ab initio* and *nunc pro tunc*, without prejudice;

> **Extinguishment** – "The **cancellation** or **destruction of a legal righ**t, **power**, or **contract**. The **annihilation of a debt**, **right**, or **obligation**". ~ Black's Law Dictionary, 9th Ed.
>
> ***"Discharge by Cancellation or Renunciation"*** ⌈UCC § 3-604⌋. – "A ~~person~~ **entitled to enforce an instrument may discharge the obligation**… **by surrender**, destruction, **cancellation**, or **renunciation**".

Prima Facia, the Uniform Commercial Code ⌈UCC § 3-604⌋ claims to be "civil" in form but, **it is absolutely applicable to any matter being administered as a commercial claim**, including "criminal" prosecutions unless rebutted, and that's why New York's Penal Law is an "overlay" – It purports to be about "crime", but it **functions as a commercial process**—with **bonds**, **contracts**, **surety**, and "debt".

Further, BE IT KLNOWN, **we do not appear voluntarily in any foreign**, **commercial**, or **administrative capacity**, nor shall this asseveration be construed as such – we appear solely in truth, in peace, and under divine conscience via Special Appearance;

Finally, we claim all lawful remedy now and henceforth, as is our right, no man, court, tribunal, or agency may deny remedy where no injury or contract is proven.

"Equity will not suffer a wrong to be without a remedy".

Done at the county known as: **Oneida**

on the land mass commonly called: **New York state Republic**

Authored & Executed under full authority of my standing as a living man and, **without the UNITED STATES** [28 USC § 1746 (1)]

on the **23rd day** of the **3rd month** of **2025** *(Current Æra)*

In Esse By: Joseph Eric

Joseph-Eric: [family of: **Bochenek**], *Christ's minister*
All Rights Reserved Without Prejudice & Without Recourse
c/o **19D Rural Route 3 • New Hartford New York state**
[ZIP EXEMPT / 8 U.S. Code § 1101 **- non-citizen national**]